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This SUPPLEMENTAL AGREEMENT, dated as of March 1, 1976, by and between THE FIRST NATIONAL BANK OF BIRMINGHAM, a national banking association organized and existing under the laws of the United States of America, as Agent under that Finance Agreement dated as of June 15, 1971, hereinafter called the "Bank", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of June 15, 1971, hereinafter called the "Conditional Sale Agreement", by and between F. J. Douai and K. W. Wiser, and L&N Investment Corporation, therein and hereinafter collectively called the "Vendors", and the Railroad, the Vendors agreed to construct or reconstruct, sell and deliver to the Railroad, on the terms and conditions set forth in the Conditional Sale Agreement, the cars described therein;

WHEREAS, by an Agreement and Assignment dated as of June 15, 1971, hereinafter called the "Assignment", the Vendors sold, assigned, transferred and set over unto the Bank, its successors and assigns, all their right, title and interest under the Conditional Sale Agreement;

WHEREAS, said Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on November 24, 1971 and assigned Recordation No. 6408;

WHEREAS, said Conditional Sale Agreement covers, among other equipment, 75 caboose cars, bearing the Railroad's road numbers 1350 through 1424;

WHEREAS, the Railroad desires to change the road numbers of said cars and the Bank is willing to consent thereto; and

WHEREAS, Section 3 of the Conditional Sale Agreement provides, in part, as follows (the Vendee referred to therein being the Railroad):

"Vendee covenants and agrees that it will not change the number assigned to or placed upon any car except with the consent of the Vendor and in accordance with a statement of new numbers previously filed with such Vendor by the Vendee, and filed and recorded in all public offices where this Agreement will have been filed and recorded."

NOW, THEREFORE, in consideration of the premises, the Bank does hereby consent to the renumbering of said caboose cars from 1350 through 1424 to 6350 through 6424, respectively.


The Railroad will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

This Supplemental Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Bank and the Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed, as of the day and year first hereinabove written.

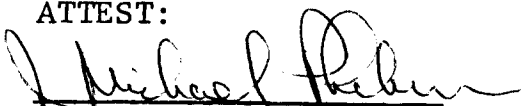
THE FIRST NATIONAL BANK OF BIRMINGHAM,
as Agent:

By


Vice President

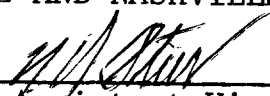
(Corporate Seal)

ATTEST:


Assistant Cashier

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By


Assistant Vice President

(Corporate Seal)

ATTEST:


Attesting Officer

STATE OF ALABAMA)
) SS:
COUNTY OF JEFFERSON)

On the 9th day of March, 1976, before me personally appeared John M. Kettig, to me personally known, who, being by me duly sworn, says that he is Vice President of THE FIRST NATIONAL BANK OF BIRMINGHAM, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elaine Deenore
Notary Public

My Commission expires February 22, 1978.

Notarial Seal

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On the 1st day of March, 1976, before me personally appeared N. H. Stier, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon W. Bowles
Notary Public

My Commission expires July 26, 1978.

Notarial Seal